slightly below the ordinary standard of trustworthiness, in a case of extreme need.

INJUNCTIONS — ACT RESTRAINED — INJUNCTION AGAINST EXHIBITING MOTION PICTURE OBTAINED THROUGH INDUCING BREACH OF NEGATIVE COVENANT. — The plaintiff contracted with an actress of unique ability for her services in producing the first motion picture play in which she was to appear, and the actress expressly covenanted not to appear for anyone else. Through fraudulent misrepresentations, the defendant induced her to break her contract with the plaintiff and act for a picture for the defendant. Later she returned to fulfill her contract with the plaintiff, who now seeks to enjoin the defendant from exhibiting films "featuring" her. *Held*, that the demurrer to the bill be overruled. *Jesse L. Lasky, etc. Co.* v. *Fox*, 157 N. Y. Supp. 106 (Sup. Ct.).

The defendant, by inducing the actress to render him services to which the plaintiff under his contract was exclusively entitled, committed a legal tort upon the plaintiff. *Lumley* v. *Gye*, 2 El. & Bl. 246; *Ashley* v. *Dixon*, 48 N. Y. 30; *Walker* v. *Cronin*, 107 Mass. 555. Legal damages for inducing the breach of such a contract are a wholly inadequate remedy. Hence with a view to prevent further breaches of the contract by the actress equity would restrain the wrongdoer from accepting the services. *Lumley* v. *Wagner*, 1 DeG. M. & G. 604; *Manchester, etc. Co.* v. *Manchester, etc. Co.* (1901), 2 Ch. 37, 51; *Donnell* v. *Bennett*, 22 Ch. 835. However efficacious this may be in dealing with the "legitimate" stage, it is apparent that with moving picture plays, once the pictures have been taken, such a remedy is quite useless. For the difficulty is not in preventing the defendant from inducing further breaches of contract, but to protect the picture monopoly for which, in substance, the plaintiff has contracted and to which he is entitled. It is well settled, however, that equity will enforce against a wrongdoer specific reparation for his tort in cases of unique injury. *Duke of Somerset* v. *Cookson*, 3 P. Williams 390; *Beresford* v. *Driver*, 14 Beav. 287, 16 Beav. 134; *Williams* v. *Carpenter*, 14 Colo. 477. Again equity will enjoin the negotiation of negotiable instruments illegally obtained. *Smith* v. *Aykwell*, 3 Atkyns 566. On these analogies, since by his wrongful acquisition of the films, the defendant in the principal case has destroyed the plaintiff's monopoly, the plaintiff should be secured specific reparation of the injury by enjoining the defendant from showing the pictures.

INSURANCE — INCONTESTABILITY CLAUSE — DEFENSE OF FRAUD IN PROCURING POLICY. — A life insurance policy contained a clause making it incontestable from its date except for non-payment of premiums. In an action brought by the beneficiary to recover the amount of the policy the defendant company set up the defense of fraud in procuring the policy. The plaintiff demurred. *Held*, that the alleged fraud is no defense. *Duvall* v. *National Ins. Co.*, 154 Pac. 632 (Idaho).

Many life insurance policies provide that the policy shall be incontestable after a period of two or three years, some states requiring this by statute. It is universally held that the expiration of this period bars the defense of fraud in procuring the policy. *Mass. Benefit Life Ass.* v. *Robinson*, 104 Ga. 256, 30 S. E. 918; *Wright* v. *Mutual Benefit Life Ass.*, 118 N. Y. 237, 23 N. E. 186; *Murray* v. *State Mutual Life Assurance Co.*, 22 R. I. 524, 48 Atl. 800. These cases are put on the ground that the parties have contracted for a short period of limitations. Such contracts are very generally held valid. *Riddles-Barger* v. *Hartford Ins. Co.*, 7 Wall. (U. S.) 386; *Gooden* v. *Amoskeag Fire Ins. Co.*, 20 N. H. 73. *Contra, Union Central Life Ins. Co. v. Spinks*, 119 Ky. 261, 83 S. W. 615. But when the stipulated incontestability is from the inception of the policy this reasoning fails. It is clear that on grounds of public policy the courts will prevent a person who has procured an ordinary contract by fraud